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**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**

***CONTRACT FOR PARKS & RECREATION***  
***(M. G. L. Ch. 30, Sec. 39m)***

**PROJECT MANUAL:**  
**ANNUAL – BASKETBALL AND TENNIS COURT**  
**MAINTENANCE AND REPAIR**  
***INVITATION FOR BID # 10-32***

**JANUARY 2010**  
**Setti D. Warren, Mayor**



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**ANNUAL – BASKETBALL AND TENNIS COURT MAINTENANCE AND REPAIR**

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**END OF SECTION**



**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID No. 10-32**

The City of Newton invites sealed bids from Contractors for

**ANNUAL – BASKETBALL AND TENNIS COURT MAINTENANCE AND REPAIR**

**Pre bid** will be held at: **10:00 a.m. on January 14, 2010, at City Hall, Room 204**

**Bids** will be received until: **10:00 a.m. on January 21, 2010**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Specifications will be available online at the City's website: [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or for pickup at the Purchasing Department after: **10:00 a.m., January 7, 2010**. There will be no charge for contract documents. **Work under this contract is to repair basketball and tennis courts throughout the City of Newton and shall include** all labor, supervision, materials, and equipment described within this project manual. No other charges will be accepted.

**Contract Term:** The term of this Agreement shall extend from **May 1, 2010 through April 3, 2011**. The City shall have the option, at its sole discretion, to **extend the Agreement for two (2) additional one (1) year terms**. The exercise of each option to renew shall be subject to appropriation and/or continuation of funding. **All bids shall be submitted as one ORIGINAL and one COPY.**

**Comment [M1]:** Page: 1  
Please note that on the Request Form the Contract Term states May 1, 2010 through April 30, 2011.

Award will be made to the bidder with the lowest total contract price that has been deemed responsible and eligible. All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. **You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests.** The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may email us a [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or fax the Purchasing Dept. (617) 796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.


The City of Newton's Purchasing Dept. will convert to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON

Re Cappoli  
Chief Procurement Officer



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January 7, 2010



**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
  1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER 10-32**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program contained in the Project Manual. (see Attachment C to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- GENERAL BID FOR:
  - NAME OF PROJECT AND **INVITATION NUMBER**
  - BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.
- 4.9 Date and time for receipt of bids is set forth in the Invitation for Bids.

- 4.10** Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.11** The use of a company or brand name, except with software, in the specifications is intended solely for the purpose of describing a standard of quality, functional features and performance standards required and is not intended to limit or restrict competition. The bidder offering a product which they deem equal to the brand and model specified in the solicitation provided that the brand name specified is not followed by the words "substitutions", **shall indicate so on the bid form and Minimum Requirements – Exception form** and submit with their bid the manufacturers specifications/descriptive literature for the product they are offering. **Failure to submit manufacturers specifications/descriptive literature with bids may be cause for bid rejection.**

"Equality" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicate by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall

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certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

- 7.4 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the Contractor shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the Contractor by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**





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CITY OF NEWTON

FORM FOR GENERAL BID# 10-32

ANNUAL – BASKETBALL AND TENNIS COURT MAINTENANCE AND REPAIR

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for

ANNUAL – BASKETBALL AND TENNIS COURT MAINTENANCE AND REPAIR

in Newton, Massachusetts in accordance with the accompanying plans and specifications prepared by the City of Newton for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

C. The total contract price is:

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

OPTIONAL:

Labor charges (rates used for work outside the scope of work included in this project manual)

2-man court repair crew \$\_\_\_\_\_per hour/per 2-man crew - Standard Rate

2-man court repair crew \$\_\_\_\_\_per hour/per 2-man crew ó Premium Rate

COMPANY: \_\_\_\_\_

D. The undersigned has completed and submits herewith the following documents:

- ☐ A five percent (5%) bid deposit/bid guarantee.
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Manufacturer's Specifications for the crack repair system
- ☐ Bidder's Item Sheets, 4 pages

E. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business



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under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_

(Name of General Bidder)

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name and Title of Signatory)

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(City, State Zip)

\_\_\_\_\_/\_\_\_\_\_

(Telephone) (FAX)

\_\_\_\_\_

(E-mail Address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

END OF SECTION



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**CITY OF NEWTON**  
**BIDDER'S QUALIFICATIONS AND REFERENCES FORM**

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? ☐ YES ☐ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- \* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
☐ YES ☐ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_



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DOLLAR AMOUNT: \$
DATE COMPLETED:

PUBLICALLY BID? ☐ YES    ☐ NO

TYPE OF WORK?:

CONTACT PERSON:
TELEPHONE #: (    )

CONTACT PERSON'S RELATION TO PROJECT?:  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME:
OWNER:
CITY/STATE:
DOLLAR AMOUNT: \$
DATE COMPLETED:

PUBLICALLY BID? ☐ YES    ☐ NO

TYPE OF WORK?:

CONTACT PERSON:
TELEPHONE #: (    )

CONTACT PERSON'S RELATION TO PROJECT?:  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME:
OWNER:
CITY/STATE:
DOLLAR AMOUNT: \$
DATE COMPLETED:

PUBLICALLY BID? ☐ YES    ☐ NO

TYPE OF WORK?:

CONTACT PERSON:
TELEPHONE #: (    )

CONTACT PERSON'S RELATION TO PROJECT?:  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME:
OWNER:
CITY/STATE:
DOLLAR AMOUNT: \$
DATE COMPLETED:

PUBLICALLY BID? ☐ YES    ☐ NO

TYPE OF WORK?:

CONTACT PERSON:
TELEPHONE #: (    )

CONTACT PERSON'S RELATION TO PROJECT?:  
(i.e., contract manager, purchasing agent, etc.)

9.
The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE:
BIDDER:

SIGNATURE:

PRINTED NAME:
TITLE:

END OF SECTION

## ITEM SHEETS

## PAGE 1

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is advised to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices. All Prices shall include the supply of material and installation costs (including all labor, materials, supervision, equipment, travel, etc.).

Description	Est. Qty	Unit Cost	Total Cost
<b>ITEM 1: Remove, stockpile and re-hang tennis net</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER EACH NET	4	EA NET	\$ _____
<b>ITEM 2A: Prepare tennis court surface</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER SQUARE YARD	2770	SY	\$ _____
<b>ITEM 2B: Prepare basketball court surface</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER SQUARE YARD	2660	SY	\$ _____
<b>ITEM 3: Patch and repair court with 3" bit. conc.</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER SQUARE FOOT	300	SF	\$ _____
<b>ITEM 4A: Fill and seal hairline cracks at tennis courts</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER LINEAR FOOT	300	LF	\$ _____

**Comment [P2]:** Page: 1  
Are there only two parks in Newton that have tennis courts?

## ITEM SHEETS

PAGE 2

Description	Est. Qty	Unit Cost	Total Cost
<b>ITEM 4B: Fill and seal hairline cracks at basketball courts</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER <b>LINEAR FOOT</b>	<b>150</b>	<b>LF</b>	\$ _____
<b>ITEM 5A: Supply and install crack repair system at tennis courts</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER <b>LINEAR FOOT</b>	<b>350</b>	<b>LF</b>	\$ _____
<b>ITEM 5B: Supply and install crack repair system at basketball courts</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER <b>LINEAR FOOT</b>	<b>255</b>	<b>LF</b>	\$ _____
<b>ITEM 6A: Supply and install color coating at tennis courts</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER <b>SQUARE YARD</b>	<b>2770</b>	<b>SY</b>	\$ _____
<b>ITEM 6B: Supply and install color coating at basketball courts</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER <b>SQUARE YARD</b>	<b>2660</b>	<b>SY</b>	\$ _____
<b>ITEM 7A: Layout and stripe each tennis court</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS  (\$ _____) PER <b>EACH COURT</b>	<b>4</b>	<b>EA</b>	\$ _____

## ITEM SHEETS

PAGE 3

Description	Est. Qty	Unit Cost	Total Cost
<b>ITEM 7B: Layout and stripe each basketball court</b>  THE SUM OF:  _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH COURT	4	EA	\$ _____
<b>ITEM 8: Sand and paint existing tennis net posts</b>  THE SUM OF:  _____ DOLLARS AND _____ CENTS (\$ _____) PER PAIR	2	PAIR	\$ _____
<b>ITEM 9: Remove and replace tennis net center strap anchor and footing</b>  THE SUM OF:  _____ DOLLARS AND _____ CENTS (\$ _____) PER EACH	2	EA	\$ _____
<b>ITEM 10: Remove and replace tennis net posts, sleeves and footings</b>  THE SUM OF:  _____ DOLLARS AND _____ CENTS (\$ _____) PER PAIR	1	PAIR	\$ _____

Unit Prices here shall include all labor, supervision, equipment, materials, expenses, and travel costs. No other costs shall be incurred under this contract.

**TOTAL BID:** \$

*The Total for all items on this page must be inserted in Paragraph "C" of the BID FORM.*

- Continued -



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- **Optional Pricing:**
- **LABOR CHARGES** (these rates shall be used for work outside the scope of work included in this project manual)

2-man court repair crew \$ \_\_\_\_\_ per hour/per 2-man crew - **Standard Rate**

2-man court repair crew \$ \_\_\_\_\_ per hour/per 2-man crew – **Premium Rate**

1. **Standard Rate:**

- a. The Contractor shall be compensated for such repairs outside of this scope of work relative to the repair/maintenance of courts within the City of Newton at the Standard Rate shown on the bid form.
- b. The Standard Rate shall apply to any repair/maintenance that does not meet the criteria for Premium Rate.

2. **Premium Rate**

- a. The Premium Rate shall apply to any work which the City requests the Contractor to commence between 5:00 p.m. and 8:00 a.m. Monday through Friday, and anytime on Saturday or Sunday, or any replacement which the City requires the Contractor to commence within 2 hours or less of notification.
- b. The Contractor shall be compensated for Premium Rate repairs at the Premium Rate shown on the bid form. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the City has given prior authorization to treat the work as a Premium Rate replacement.

**END OF SECTION**





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## CONTRACT FORMS

The forms are provided for informational purposes only.

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

**None of the following forms are required at the time of bid submittal.**



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## CITY-CONTRACTOR AGREEMENT

### CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials and equipment, and perform all work required in strict accordance with the Contract Documents for the following project:

#### Annual – Basketball and Tennis Court Maintenance and Repair

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:
- a. This CITY-CONTRACTOR Agreement;
  - b. The City's Invitation to Bid # 10-32 issued by the Purchasing Department;
  - c. The Project Manual for Annual ó Basketball and Tennis Court Repair including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
  - d. Addenda Number(s)   N/A  ;
  - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
  - f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
  - g. Duly authorized and executed Amendments, Change Orders or Purchase orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

**CONTRACT TERM.** The term of this Agreement shall extend from **May 1, 2010 through April 3, 2011**. The City shall have the option, at its sole discretion, to **extend the Agreement for two (2) additional one (1) year terms**. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding. **All bids shall be submitted as one ORIGINAL and one COPY.**

**Comment [M3]:** Page: 1  
Please note that on the Request Form the Contract Term states May 1, 2010 through April 30, 2011.

The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by a written Work Order prepared by City of Newton Parks and Recreation Department specifying the work to be performed. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of work and materials furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- IX. PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- X. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XI. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- XII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIII. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract



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shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.

XIV. **AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Affix Corporate Seal Here

Certified that additional funds are in the following accounts:  

13D6021 D52409

13D6021 N52409

I further certify that the Mayor is authorized to execute contracts and approve change orders.

By \_\_\_\_\_

Date \_\_\_\_\_

Comptroller of Accounts

CITY OF NEWTON

By \_\_\_\_\_

Chief Procurement Officer

Date \_\_\_\_\_

By \_\_\_\_\_

Commissioner of Parks & Recreation

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

Associate City Solicitor

Date \_\_\_\_\_

CONTRACT AND BONDS APPROVED

By \_\_\_\_\_

Setti D. Warren, Mayor

Date \_\_\_\_\_

Project Manual 10-32 ó Annual Basketball and Tennis Court Repair

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## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. Corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is **ON OR BEFORE** the date the officer signed the contract and bonds.)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the contract and bonds.)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.



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## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



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CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 20\_\_\_\_, for the construction of \_\_\_\_\_ in Newton, Massachusetts.

(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_day of \_\_,20\_\_.

PRINCIPAL

\_\_\_\_\_

BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

SURETY

\_\_\_\_\_

BY \_\_\_\_\_

(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

ATTEST: \_\_\_\_\_





## **CITY OF NEWTON**

### **GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**

#### **1.0 DEFINITIONS**

##### **1.1 THE CONTRACT DOCUMENTS**

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

##### **1.2 THE WORK**

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

##### **1.3 OWNER**

The term "Owner" is the City of Newton.

##### **1.4 CONTRACT OFFICER**

The terms "Contract Officer" or "Project Manager" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

##### **1.5 CONTRACTOR**

1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.

1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

##### **1.6 SUBSTANTIAL COMPLETION**

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

#### **2.0 CONTRACT ADMINISTRATION**

##### **2.1 PRE-CONSTRUCTION CONFERENCE**

2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.



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- 2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

## **2.2 CONTRACT PERIOD**

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

## **2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK**

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

## **2.4 CHANGES**

- 2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

## **2.5 PAYMENTS**

### **2.5.1 CONTRACT PRICE**

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

## **2.6 APPLICATIONS FOR PAYMENT**

- 2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.
- 2.6.2 The Owner shall make payment to the Contractor within 15 days of receipt of said application, less any applicable retainage.
- 2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:
- i. Retention based on the value of its claims against the Contractor,
  - ii. Retention of 5% of the approved amount of the Application for Payment.

## **2.7 FINAL PAYMENT**

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

## **2.8 GUARANTY AND WARRANTY**

### **2.8.1 WARRANTY**

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized,



may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## 2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

## 2.9 INSURANCE REQUIREMENTS

2.9.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

### WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

### COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

### VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

## 2.9.2 OWNER AS CO-INSURED

The City shall be named as additional insureds on the Contractor's Liability Policies.

## 2.9.3 CERTIFICATES OF INSURANCE, POLICIES

i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

## 2.9.4 CANCELLATION



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Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

## **2.10 INDEMNIFICATION**

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

## **2.11 BONDS**

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

## **2.12 TERMINATION**

### **2.12.1 TERMINATION FOR CAUSE**

- i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:
  - a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
  - b. A receiver has been appointed of the Contractor's property.
  - c. All or a part of the Work has been abandoned.
  - d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
  - e. The Owner has determined that the rate of progress required on the project is not being met.
  - f. The Contractor has substantially violated any provisions of this Contract.
- ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.
- iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

### **2.12.2 TERMINATION - NO FAULT**

- i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.
- ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

## **2.13 PERMITS, FEES, AND NOTICES**

- 2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.
- 2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- 2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

## **2.14 SAFETY REQUIREMENTS**

- 2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

## **2.15 TEMPORARY HEATING**

Not required; do not install ANNUAL - FENCING & GATES INSTALLATION AND REPAIRS in any space which is not heated properly.

## **2.16 AVAILABILITY AND USE OF UTILITY SERVICES**

- 2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

## **2.17 DISPUTES**

- 2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.
- 2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.17.5 The Contract Officer's decision shall be final unless the Contractor files suit in a court of competent jurisdiction. Such appeal must be made within One hundred Twenty (120) days after receipt of the Contract Officer's decision.

- 2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

## **2.18 LIQUIDATED DAMAGES**

- 2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$50.00 for each day of delay. Completion dates are specified in the Contract for separate phases of the work, and the amount of liquidated damages shall be assessed on each and every phase which is delayed. In the context of this paragraph, "delay" means failure to provide ANNUAL - FENCING & GATES INSTALLATION AND REPAIRS on the date required by Contractor, who is the Owner's Contractor. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.
- 2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.
- 2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

## **3.0 SALES TAX EXEMPTION AND OTHER TAXES**

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

## **3.1 PROHIBITION AGAINST LIENS**

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

## **3.2 ORDER OF PRECEDENCE**

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between these General Conditions and the Supplementary Special Conditions, the Supplementary Special Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

## **3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

**END OF SECTION**



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SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON

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## **SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS**

### **Article 1. METHOD OF PAYING SUBCONTRACTORS**

**(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)**

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.



(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

## **Article 2. METHOD OF PAYING GENERAL CONTRACTORS**

**(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)**

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty nine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if



such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

### **Article 3. CLAIMS FOR UNFORESEEN CONDITIONS**

**(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)**

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

### **Article 4. CLAIMS FOR DELAY**

**(General Laws, Chapter 30, Section 39O as added by Chapter 116 of the Acts of 1973)**

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however,



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that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption of failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

#### **Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT**

**(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)**

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

#### **Article 6. PREFERENCE IN EMPLOYMENT, WAGES**

**(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).**

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

#### **Article 7. HOURS OF WORK**



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**(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).**

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

**Article 8. WORK BY FOREIGN CORPORATIONS**

**(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).**

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

**END OF SECTION**



## SUPPLEMENTARY SPECIAL CONDITIONS

The following provisions supplement the General Conditions of the Contract. In the event of conflict or discrepancy between the General Conditions and these Supplementary Special Conditions, the provisions of the Supplementary Special Conditions shall govern.

### 1.0 SUMMARY OF WORK

- A. The Work under the Contract consists of:
  - 1. Furnishing all labor, materials, tools, equipment and supervision necessary to accomplish the work described herein, in accordance with all specifications and requirements of the Project Manual.
  - 2. All work either shown on the Drawings (if any) or included in the specifications unless specifically indicated as not to be done.
- B. In addition, the work under the Contract includes:
  - 1. Work outside the Project Site as called for in the Contract Documents and as required for the performance of the Work.
  - 2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
  - 3. Providing and restoring, where appropriate, all temporary facilities.
- C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to, the work described.

### 2.0 PROJECT LOCATION

- A. The work referred to herein is located at various parks within the City of Newton, County of Middlesex, Commonwealth of Massachusetts, as described in these specifications.

### 3.0 NOTICE TO PROCEED/FAILURE TO COMMENCE WORK

- A. In the event of Contractor's failure to commence work within the time required by these specifications, the City shall exercise all provisions contained in the General Conditions regarding default, suspension or termination of this contract.

### 4.0 PAYMENT

- A. Upon receipt of the Application for Payment, the City will, within fifteen days, make payment in full for Work completed and accepted during the preceding month, less a retainage of 5% of the estimated total. The City will make final payment for completed Work, including any retained amounts, upon completion and acceptance of the Work and receipt of an Application for Payment at the end of the month in which the Work is completed and accepted.

### 5.0 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals and claims must be in writing.
- B. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post.

- C. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Invitation for Bids. Any subsequent change in address of either party shall be communicated to the other in writing.

#### 6.0 PLANS AND SPECIFICATIONS

- A. The City will furnish to the Contractor, without charge, all copies of the plans and specifications reasonably necessary in the performance of the contract work.

#### 7.0 COORDINATION

The Contractor shall:

- A. Supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies during the term of the Contract.
- B. Cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.

#### 8.0 CONDUCT OF THE WORK

- A. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient workforce and adequate equipment to complete all the necessary work requirements within a minimum period of time.
- B. See Specifications for information regarding work hours and work days.
- C. Under no circumstances will the contractor be paid at a premium or overtime rate for any work performed without the express advance authorization of the City.
- D. The Contractor is responsible for the security of partially completed work until the project is finally accepted by the City.

#### 9.0 ALTERATION

- A. The Contractor shall patch, repair and/or replace all existing materials and surfaces remaining exposed after installation of new work which have been affected by alteration or removal of existing work. All patch and repair work shall match existing.

#### 10.0 GENERAL DIRECTIONS

- A. Damage to Persons and Property

Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, electric or telephone poles, underground utilities, etc., shall be repaired by the Contractor at his own expense. Damaged property shall be returned to its original condition prior to the damages within a reasonable time period, except all utility outages shall be repaired immediately.

- B. Protection of Persons and Property

The Contractor shall, at all times, leave an unobstructed way along the roadways and walks, and shall maintain barriers and lights for the protection of all persons and property in all locations where he has materials stored or work going on, and during the entire time such work is going on or material is stored.

- C. Shutdown of Services

The Contractor's attention is especially called to the fact that continuous operation of building utilities and services is mandatory. During the period of construction of the new work and/or alterations to the existing



work, the progress and sequence of installation shall be carefully planned and approved by the City. If any building is to be left without heat, hot water, city water, electricity, gas, sanitary facilities, or any other services, the Contractor shall provide reasonable written notice to the City before proceeding.

D. Care of Work

All work is to be carefully protected so that no injury will come to it from water, frost, accident, or any other cause and any injury which may come to any of the work shall be repaired immediately by the Contractor at his own expense and without additional cost to the City. This shall also apply to any abutting or adjoining work on premises. The Contractor shall be responsible for any damage and in the event of such damage, the Contractor shall repair the damage immediately at his own cost and without additional cost to the City.

E. Removal of Debris

Debris of any nature shall be completely removed from the site at the end of each day's work and disposed of in accordance with all Federal, State and local regulations.

F. The Contractor is responsible for the security of all work until it is accepted by the City.

11.0 TEMPORARY UTILITIES

- A. Prior to execution of the Work, the Contractor shall confer with a representative of the Public Building Department regarding the use of utilities and facilities at the worksite. No City utilities or facilities are to be used by the Contractor in the performance of this Contract without the prior approval of the City.

12.0 SUBMISSION OF PAYROLLS

- A. The Contractor shall, with each invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.

13.0 DRAWINGS

- A. The drawings attached herein and such drawings as may be issued per addendum, shall constitute an integral part of this section and shall serve as the working drawings.
- B. Drawings shall not be scaled. Field verification is directed since actual locations, dimensions and levels are existing.
- C. All items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation, shall be included.

14.0 MATERIALS

- A. Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
- B. An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
- C. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Approval shall be at the sole



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- discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
- D. For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes that may be required in the work as shown. All directions, specifications and recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.
  - E. The Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs

15.0 WARRANTY AND INDEMNIFICATION

- A. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the Authority for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the Authority from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the Authority for alleged infringement of patents based upon any methods of construction or application of materials furnished under the Contract. I
- B. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. I

END OF SECTION





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## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in the prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

#### **END OF SECTION**



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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE MCIEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-32

City/Town: NEWTON

Description of Work: Annual - Basketball & Tennis Court Repairs

Job Location: Various Locations

Classification	Effective Dates and Total Rates								
Construction									
(2 AXLE) DRIVER - EQUIPMENT									
	12/01/2009	\$44,330	06/01/2010	\$44,930	12/01/2010	\$45,530			
	06/01/2011	\$46,280	12/01/2011	\$46,940	06/01/2012	\$47,590			
	12/01/2012	\$48,620							
(3 AXLE) DRIVER - EQUIPMENT									
	12/01/2009	\$44,400	06/01/2010	\$45,000	12/01/2010	\$45,600			
	06/01/2011	\$46,350	12/01/2011	\$47,010	06/01/2012	\$47,660			
	12/01/2012	\$48,690							
(4 & 5 AXLE) DRIVER - EQUIPMENT									
	12/01/2009	\$44,520	06/01/2010	\$45,120	12/01/2010	\$45,720			
	06/01/2011	\$46,470	12/01/2011	\$47,130	06/01/2012	\$47,780			
	12/01/2012	\$48,810							
ADS/SUBMERSIBLE PILOT	08/01/2009	\$101,110	08/01/2010	\$104,640	08/01/2011	\$108,760			
AIR TRACK OPERATOR	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100			
	06/01/2011	\$51,100	12/01/2011	\$52,350					
ASBESTOS REMOVER - PIPE / MECH. EQUIPT.	12/01/2009	\$40,250							
ASPHALT RAKER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600			
	06/01/2011	\$50,600	12/01/2011	\$51,850					
ASPHALT/CONCRETE/CRUSHER PLANT- ON SITE	12/01/2009	\$58,550	06/01/2010	\$59,780	12/01/2010	\$61,030			
BACKHOE/FRONT- END LOADER	12/01/2009	\$58,550	06/01/2010	\$59,780	12/01/2010	\$61,030			
BARC O-TYPE JUMPING TAMPER	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600			
	06/01/2011	\$50,600	12/01/2011	\$51,850					
BLOCK PAVER, RAMMER / CURB SETTER	12/01/2009	\$47,850	06/01/2010	\$48,850	12/01/2010	\$50,100			
	06/01/2011	\$51,100	12/01/2011	\$52,350					
BOILER MAKER	10/01/2008	\$54,800							
APPRENTICE: BOILERMAKER - Local 29									
Rate	Step	1	2	3	4	5	6	7	8
1.5	%	45.00	45.00	70.00	75.00	80.00	85.00	90.00	95.00
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)									
	08/01/2009	\$67,120	02/01/2010	\$68,010	08/01/2010	\$69,910			
	02/01/2011	\$70,900	08/01/2011	\$73,000	02/01/2012	\$73,990			
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 30/31a									
Rate	Step	1	2	3	4	5			
1.5	%	59.00	60.00	70.00	80.00	90.00			
BULLDOZER/GRADERS/CRAPER	12/01/2009	\$58,190	06/01/2010	\$59,430	12/01/2010	\$60,680			
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2009	\$48,250	06/01/2010	\$49,250	12/01/2010	\$50,500			
	06/01/2011	\$51,500	12/01/2011	\$52,750					
CAISSON & UNDERPINNING LABORER	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350			
	06/01/2011	\$50,350	12/01/2011	\$51,600					
CAISSON & UNDERPINNING TOP MAN	12/01/2009	\$47,100	06/01/2010	\$48,100	12/01/2010	\$49,350			
	06/01/2011	\$50,350	12/01/2011	\$51,600					
CARBIDE CORE DRILL OPERATOR	12/01/2009	\$47,350	06/01/2010	\$48,350	12/01/2010	\$49,600			
	06/01/2011	\$50,600	12/01/2011	\$51,850					

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27  
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a  
violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the  
Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 12/29/2009

Wage Request Number: 20091229-012

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

### Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director of Labor

LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

**Awarding Authority:** City of Newton

Contract Number: 10-32

City/Town: NEWTON

**Description of Work:** Annual - Basketball & Tennis Court Repairs

**Job Location:** Various Locations

Classification		Effective Dates and Total Rates									
CARPENTER		09/01/2009	\$53.630	03/01/2010	\$54.500	09/01/2010	\$55.380				
APPRENTICE: CARPENTER - Zone 2 Eastern MA		03/01/2011	\$56.230	09/01/2011	\$57.380	03/01/2012	\$58.500				
Rate	Step	1	2	3	4	5	6	7	8		
1.5	%	50.00	40.00	70.00	73.00	80.00	84.00	90.00	90.00		
CEMENT MAS ONRY/PLASTERING		08/01/2009	\$65.510	02/01/2010	\$66.200	08/01/2010	\$67.670				
		02/01/2011	\$68.440	08/01/2011	\$70.060	02/01/2012	\$70.830				
CHAINSAW OPERATOR		12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600				
		06/01/2011	\$50.600	12/01/2011	\$51.830						
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES		12/01/2009	\$59.530	06/01/2010	\$60.780	12/01/2010	\$62.030				
COMPRESSOR OPERATOR		12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740				
DELEADER (BRIDGE)		07/01/2009	\$62.260	01/01/2010	\$63.410						
DEMO: ADZEMAN		12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330				
		06/01/2011	\$50.330	12/01/2011	\$51.600						
DEMO: BACKHOE/LOADER/HAMMER OPERATOR		12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330				
		06/01/2011	\$51.330	12/01/2011	\$52.600						
DEMO: BURNERS		12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010	\$50.100				
		06/01/2011	\$51.100	12/01/2011	\$52.330						
DEMO: CONCRETE CUTTER/SAWYER		12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330				
		06/01/2011	\$51.330	12/01/2011	\$52.600						
DEMO: JACKHAMMER OPERATOR		12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010	\$50.100				
		06/01/2011	\$51.100	12/01/2011	\$52.330						
DEMO: WRECKING LAB ORER		12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330				
		06/01/2011	\$50.330	12/01/2011	\$51.600						
DIRECTIONAL DRILL MACHINE OPERATOR		12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680				
DIVER		08/01/2009	\$75.090	08/01/2010	\$77.440	08/01/2011	\$80.190				
DIVER TENDER		08/01/2009	\$60.220	08/01/2010	\$62.570	08/01/2011	\$65.320				
DIVER TENDER (EFFLUENT)		08/01/2009	\$78.810	08/01/2010	\$82.330	08/01/2011	\$86.440				
DIVERS/LURRY (EFFLUENT)		08/01/2009	\$101.110	08/01/2010	\$104.640	08/01/2011	\$108.760				
ELECTRICIAN		09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010	\$67.270				
APPRENTICE: ELECTRICIAN - Local 103		03/01/2011	\$68.510								
Rate	Step	1	2	3	4	5	6	7	8	9	10
23 ***	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
App Price 1/1/03; 3.0034 0.0450 0.0514 5.00/0.5000											
ELEVATOR CONSTRUCTOR		01/01/2009	\$63.690	01/01/2010	\$65.190	01/01/2011	\$66.690				
		01/01/2012	\$68.190								

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel. 617-727-3465.

**Issue Date:** 12/29/2009

Wage Request Number: 20091229-012

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE MICEL  
Director of Labor  
LAUREA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-32

City/Town: NEWTON

Description of Work: Annual - Basketball & Tennis Court Repairs

Job Location: Various Locations

**Classification Effective Dates and Total Rates**

APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Rate	Step	1	2	3	4	5					
11	%	50.00	55.00	65.00	70.00	80.00					
Step 1-2 are 6 mos; Step 3-5 are 1 year											
ELEVATOR CONSTRUCTOR HELPER						01/01/2009	\$49.830	01/01/2010	\$51.330	01/01/2011	\$52.830
						01/01/2012	\$54.330				
FENCE & GUARD RAIL ERECTOR						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.830		
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)						11/01/2009	\$55.830	05/01/2010	\$56.930	11/01/2010	\$58.190
						05/01/2011	\$59.430				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)						11/01/2009	\$40.870	05/01/2010	\$41.520	11/01/2010	\$42.250
						05/01/2011	\$42.980				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)						11/01/2009	\$57.210	05/01/2010	\$58.330	11/01/2010	\$59.570
						05/01/2011	\$60.820				
FIRE ALARM INSTALLER						09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010	\$67.270
						03/01/2011	\$68.510				
FIRE ALARM REPAIR / MAINTENANCE						09/01/2009	\$52.870	03/01/2010	\$53.790	09/01/2010	\$54.720
						03/01/2011	\$55.660				
FIREMAN (ASST. ENGINEER)						12/01/2009	\$52.740	06/01/2010	\$53.810	12/01/2010	\$54.890
FLAGGER & SIGNALER						12/01/2009	\$35.800	06/01/2010	\$36.800	12/01/2010	\$36.800
						06/01/2011	\$37.800	12/01/2011	\$37.800		
FLOORCOVERER						09/01/2009	\$59.130	03/01/2010	\$59.630	09/01/2010	\$60.380
						03/01/2011	\$61.130	09/01/2011	\$62.380	03/01/2012	\$63.630
APPRENTICE: FLOORCOVERER - Local 2148 Zone 1											
Rate	Step	1	2	3	4	5	6	7	8		
11	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Step are 730 hrs.											
FORK LIFT/CHERRY PICKER						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
GENERATOR/LIGHTING PLANT/HEATERS						12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)						07/01/2009	\$51.760	01/01/2010	\$52.910		
APPRENTICE: GLAZIER - Local 33 Zone 2											
Rate	Step	1	2	3	4	5	6	7	8		
11	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step are 730 hrs.											
HOISTING ENGINEER/CRANES/GRADALLS						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27  
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a  
violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the  
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Issue Date: 12/29/2009

Wage Request Number: 20091229-012

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. RYAN  
Secretary of Labor and Workforce Development  
GEORGE MICEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-32

City/Town: NEWTON

Description of Work: Annual - Basketball & Tennis Court Repairs

Job Location: Various Locations

Classification Effective Dates and Total Rates

APPRENTICE: BOILER/PORT. ENG.- Local 4											
Ratio	Step	1	2	3	4	5	6	7	8		
1:5	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00		
HVAC (DUCTWORK)						08/01/2009	\$62.200	02/01/2010	\$63.510	08/01/2010	\$64.760
						02/01/2011	\$66.010	08/01/2011	\$67.260	02/01/2012	\$68.510
						08/01/2012	\$69.760	02/01/2013	\$71.010		
HVAC (ELECTRICAL CONTROLS)						09/01/2009	\$64.800	03/01/2010	\$66.030	09/01/2010	\$67.270
						03/01/2011	\$68.510				
HVAC (TESTING AND BALANCING- AIR)						08/01/2009	\$62.200	02/01/2010	\$63.510	08/01/2010	\$64.760
						02/01/2011	\$66.010	08/01/2011	\$67.260	02/01/2012	\$68.510
						08/01/2012	\$69.760	02/01/2013	\$71.010		
HVAC (TESTING AND BALANCING-WATER)						09/01/2009	\$67.480	03/01/2010	\$68.730		
HVAC MECHANIC						09/01/2009	\$67.480	03/01/2010	\$68.730		
HYDRAULIC DRILLS						12/01/2009	\$47.830	06/01/2010	\$48.830	12/01/2010	\$50.100
						06/01/2011	\$51.100	12/01/2011	\$52.330		
INSULATOR (PIPES & TANKS)						09/01/2009	\$59.260	09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipe & Tank)- Local Boston											
Ratio	Step	1	2	3	4						
1:4	%	50.00	60.00	70.00	80.00						
						Step and 1 year					
IRONWORKER/WELDER						09/16/2009	\$59.560	03/16/2010	\$60.960		
APPRENTICE: IRONWORKER - Local 7											
Ratio	Step	1	2	3	4	5	6				
	%	60.00	70.00	75.00	80.00	85.00	90.00				
Structural & Ornamental											
JACKHAMMER & PAVING BREAKER OPERATOR						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.830		
LABORER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600		
APPRENTICE: LABORER - Zone 1											
Ratio	Step	1	2	3	4						
1:5	%	60.00	70.00	80.00	90.00						
LABORER: CARPENTER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: CEMENT FINISHER TENDER						12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
						06/01/2011	\$50.330	12/01/2011	\$51.600		

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Issue Date: 12/29/2009

Wage Request Number: 20091229-012

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. RYAN  
Secretary of Labor and Workforce Development  
GEORGE NEEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

**Awarding Authority:** City of Newton

**Contract Number:** 10-32

**City/Town:** NEWTON

**Description of Work:** Annual - Basketball & Tennis Court Repairs

**Job Location:** Various Locations

**Classification Effective Dates and Total Rates**

LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
	06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: MASON/TENDER	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.830		
LABORER: MULTI-TRADE TENDER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
	06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: TREE REMOVER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.330
	06/01/2011	\$50.330	12/01/2011	\$51.600		

This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.

LASER BEAM OPERATOR	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.830		
MARBLE & TILE FINISHERS	08/01/2009	\$56.240	02/01/2010	\$56.930	08/01/2010	\$58.470
	02/01/2011	\$59.270	08/01/2011	\$60.930	02/01/2012	\$61.740

APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local Marble & Tile

Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00

Step am \$800 Inv.

MARBLE MASONS, TILE LAYERS & TERRAZZO MECH	08/01/2009	\$67.160	02/01/2010	\$68.030	08/01/2010	\$69.930
	02/01/2011	\$70.940	08/01/2011	\$73.040	02/01/2012	\$74.030

APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local Marble & Tile

Ratio	Step	1	2	3	4	5
1:3	%	50.00	60.00	70.00	80.00	90.00

MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.300	07/01/2010	\$29.000	07/01/2011	\$29.700
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
MECHANICS MAINTENANCE	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
MILLWRIGHT (Zone 1)	03/01/2009	\$54.400				

APPRENTICE: MILLWRIGHT - Local 1121 Zone 1

Ratio	Step	1	2	3	4	5	6	7	8
1:3	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00

MORTAR MIXER	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.830		
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/01/2009	\$41.730	06/01/2010	\$42.480	12/01/2010	\$43.220
OILER (TRUCK CRANES, GRADALLS)	12/01/2009	\$44.730	06/01/2010	\$45.530	12/01/2010	\$46.380
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
Painter (BRIDGES/TANKS)	07/01/2009	\$62.260	01/01/2010	\$63.410		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27.  
Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the  
Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 12/29/2009

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DEVAL L. PAINEK  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. DUMPE  
Secretary of Labor and Workforce Development

GEORGE NIEL  
Director of Labor

LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-32

City/Town: NEWTON

Description of Work: Annual - Basketball & Tennis Court Repairs

Job Location: Various Locations

Classification Effective Dates and Total Rates

APPRENTICE E: PAINTER - Local 33 Zone 2									
Rate	Step	1	2	3	4	5	6	7	8
11	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00
Step is min 730 hrs.									
PAINTER (SPRAY ORS AND BLAST, NEW) *						07/01/2009	\$53.100	01/01/2010	\$54.310
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.									
APPRENTICE E: PAINTER - Local 33 Zone 2									
Rate	Step	1	2	3	4	5	6	7	8
11	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00
Step is min 730 hrs.									
PAINTER (SPRAY ORS AND BLAST, REPAINT)						07/01/2009	\$51.220	01/01/2010	\$52.370
APPRENTICE E: PAINTER - Local 33 Zone 2									
Rate	Step	1	2	3	4	5	6	7	8
11	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00
Step is min 730 hrs.									
PAINTER (TRAFFIC MARKINGS)						12/01/2009	\$47.100	06/01/2010	\$48.100
						06/01/2011	\$50.330	12/01/2011	\$51.600
PAINTER / TAPER (B RUSH, NEW) *						07/01/2009	\$51.700	01/01/2010	\$52.910
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.									
APPRENTICE E: PAINTER - Local 33 Zone 2									
Rate	Step	1	2	3	4	5	6	7	8
11	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00
Step is min 730 hrs.									
PAINTER / TAPER (B RUSH, REPAINT)						07/01/2009	\$49.820	01/01/2010	\$50.970
APPRENTICE E: PAINTER - Local 33 Zone 2									
Rate	Step	1	2	3	4	5	6	7	8
11	%	30.00	33.00	40.00	43.00	70.00	73.00	80.00	90.00
Step is min 730 hrs.									
PANEL & PICKUP TRUCKS DRIVER						12/01/2009	\$44.100	06/01/2010	\$44.700
						06/01/2011	\$46.110	12/01/2011	\$46.770
						12/01/2012	\$48.430		
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2009	\$60.220	08/01/2010	\$62.570
PILE DRIVER						08/01/2009	\$60.220	08/01/2010	\$62.570
								08/01/2011	\$65.320

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. DUMP  
Secretary of Labor and Workforce Development  
GEORGE NIEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-32

City/Town: NEWTON

Description of Work: Annual - Basketball & Tennis Court Repairs

Job Location: Various Locations

Classification Effective Dates and Total Rates

APPRENTICE: PILE DRIVER - Local 54 Zone 1											
Rate	Step	1	2	3	4	5	6	7	8		
13	%	40.00	45.00	70.00	75.00	80.00	85.00	90.00	95.00		
PIPEFITTER & STEAMFITTER						09/01/2009	\$67.480	03/01/2010	\$68.730		
APPRENTICE: PIPEFITTER - Local 537											
Rate	Step	1	2	3	4	5					
**	%	40.00	45.00	60.00	70.00	80.00					
**1,3,3,1,5,1,10 thereafter											
Step and 1 yr. Raising/C Mechanic Step & Etc Same as above											
Raising/C Mechanic **1 1,1,2,2,4,3,4,4,8,3,10,1,12,7,14,8,17,9,20,10,23(Max)											
PIPELAYER						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.830		
PLUMBERS & GAS FITTERS						09/01/2009	\$66.230	03/01/2010	\$67.500		
APPRENTICE: PLUMBER - Local 12											
Rate	Step	1	2	3	4	5					
**	%	35.00	40.00	55.00	65.00	75.00					
**1,2,2,4,3,10,4,14,3,19											
Step and 1 year, Step 4 w/10 hours-70; Step 5 w/10 hours-80											
PNEUMATIC C. CONTROLS (TEMP.)						09/01/2009	\$67.480	03/01/2010	\$68.730		
PNEUMATIC DRILL/TOOL OPERATOR						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.830		
POWDERMAN & BLASTER						12/01/2009	\$48.100	06/01/2010	\$49.100	12/01/2010	\$50.330
						06/01/2011	\$51.330	12/01/2011	\$52.600		
POWER SHOVEL/DERRICK/TRENCHING MACHINE						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
PUMP OPERATOR (CONCRETE)						12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
PUMP OPERATOR (DEWATERING, OTHER)						12/01/2009	\$47.890	06/01/2010	\$48.810	12/01/2010	\$49.740
READY-MIX CONCRETE DRIVER						05/01/2009	\$40.520	05/01/2010	\$41.080	05/01/2011	\$41.690
RECLAIMERS						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
RESIDENTIAL WOOD FRAME CARPENTER **						04/01/2009	\$35.620				
** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.											
As of 9/1/09 Carpenter work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.											
RIDE-ON MOTORIZED BUGGY OPERATOR						12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
						06/01/2011	\$50.600	12/01/2011	\$51.830		
ROLLER SPREADER/MULCHING MACHINE						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
ROOFER (Inc. Roofer Waterproofing & Roofer Dam proofg)						02/01/2009	\$53.860				

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. DUMPE  
Secretary of Labor and Workforce Development  
GEORGE MUEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-32

City/Town: NEWTON

Description of Work: Annual - Basketball & Tennis Court Repairs

Job Location: Various Locations

**Classification**

**Effective Dates and Total Rates**

APPRENTICE E: ROOFER - Local33											
Rate	Step	1	2	3	4	5					
**	%	30.00	40.00	45.00	75.00	85.00					
**1,3,2,4-10 then add \$1.00 (or portion thereof)						Step 1 is 2000 hrs; Step 2-5 are 1000 hrs.					
Local (Non-Union): Same Steps and Hours as Above **1,4; then add \$1.1											
SHEETMETAL WORKER						08/01/2009	\$62.200	02/01/2010	\$63.510	08/01/2010	\$64.760
						02/01/2011	\$66.010	08/01/2011	\$67.260	02/01/2012	\$68.510
						08/01/2012	\$69.760	02/01/2013	\$71.010		
APPRENTICE E: SHEET METAL WORKER - Local17-A											
Rate	Step	1	2	3	4	5	6	7			
14	%	40.00	45.00	50.00	60.00	65.00	75.00	85.00			
Step 1-3 are 1 year; Steps 4-7 are 6 mos.											
SIGNERECTOR						06/01/2009	\$37.780				
APPRENTICE E: SIGNERECTOR - Local33 Zone 2											
Rate	Step	1	2	3	4	5	6	7	8	9	
11	%	30.00	35.00	40.00	45.00	70.00	75.00	80.00	85.00	90.00	
Step are 6 mos.											
SLATE/TILE/PRECAST CONCRETE ROOFER						02/01/2009	\$54.110				
SPECIALIZED EARTH MOVING EQUIP < 35 TONS						12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
						06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
						12/01/2012	\$48.910				
SPECIALIZED EARTH MOVING EQUIP > 35 TONS						12/01/2009	\$44.910	06/01/2010	\$45.510	12/01/2010	\$46.110
						06/01/2011	\$46.860	12/01/2011	\$47.520	06/01/2012	\$48.170
						12/01/2012	\$49.200				
SPRINKLER FITTER						09/16/2009	\$68.450	03/16/2010	\$69.700		
APPRENTICE E: SPRINKLER FITTER - Local330											
Rate	Step	1	2	3	4	5	6	7	8	9	10
11	%	40.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00
STEAM BOILER OPERATOR						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN						12/01/2009	\$58.190	06/01/2010	\$59.430	12/01/2010	\$60.680
TELECOMMUNICATION TECHNICIAN						09/01/2009	\$52.870	03/01/2010	\$53.790	09/01/2010	\$54.720
						03/01/2011	\$55.660				
APPRENTICE E: TELECOMMUNICATION TECHNICIAN - Local103											
Rate	Step	1	2	3	4	5	6	7	8		
11	%	40.00	45.00	50.00	55.00	60.00	65.00	75.00	80.00		
TERRAZZO FINISHERS						08/01/2009	\$66.080	02/01/2010	\$66.920	08/01/2010	\$68.830
						02/01/2011	\$69.840	08/01/2011	\$71.940	02/01/2012	\$72.930

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



Awarding Authority: City of Newton

Contract Number: 10-32

City/Town: NEWTON

Description of Work: Annual - Basketball & Tennis Court Repairs

Job Location: Various Locations

Classification Effective Dates and Total Rates

APPENDIX E: MARBLE-TILE-TERRAZZO FINISHER - Local's Mark & Tit

Rate	Step	1	2	3	4	5
13	5%	50.00	40.00	70.00	80.00	90.00

Step is 800 hrs.

TEST BORING DRILLER	12/01/2009	\$48.500	06/01/2010	\$49.500	12/01/2010	\$50.750
	06/01/2011	\$51.750	12/01/2011	\$53.000		
TEST BORING DRILLER HELPER	12/01/2009	\$47.220	06/01/2010	\$48.220	12/01/2010	\$49.470
	06/01/2011	\$50.470	12/01/2011	\$51.720		
TEST BORING LABORER	12/01/2009	\$47.100	06/01/2010	\$48.100	12/01/2010	\$49.350
	06/01/2011	\$50.350	12/01/2011	\$51.600		
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2009	\$38.190	06/01/2010	\$39.430	12/01/2010	\$60.680
TRAILERS FOR EARTH MOVING EQUIPMENT	12/01/2009	\$45.200	06/01/2010	\$45.800	12/01/2010	\$46.400
	06/01/2011	\$47.150	12/01/2011	\$47.850	06/01/2012	\$48.400
	12/01/2012	\$49.490				
TUNNEL WORK - COMPRESSED AIR	12/01/2009	\$59.680	06/01/2010	\$60.930	12/01/2010	\$62.180
	06/01/2011	\$63.430	12/01/2011	\$64.680		
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/01/2009	\$61.680	06/01/2010	\$62.930	12/01/2010	\$64.180
	06/01/2011	\$65.430	12/01/2011	\$66.680		
TUNNEL WORK - FREE AIR	12/01/2009	\$51.730	06/01/2010	\$53.000	12/01/2010	\$54.250
	06/01/2011	\$55.500	12/01/2011	\$56.750		
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/01/2009	\$53.750	06/01/2010	\$55.000	12/01/2010	\$56.250
	06/01/2011	\$57.500	12/01/2011	\$58.750		
VAC-HAUL	12/01/2009	\$44.620	06/01/2010	\$45.220	12/01/2010	\$45.820
	06/01/2011	\$46.570	12/01/2011	\$47.230	06/01/2012	\$47.880
	12/01/2012	\$48.910				
WAGON/DRILL OPERATOR	12/01/2009	\$47.330	06/01/2010	\$48.330	12/01/2010	\$49.600
	06/01/2011	\$50.600	12/01/2011	\$51.850		
WASTE WATER PUMP OPERATOR	12/01/2009	\$58.530	06/01/2010	\$59.780	12/01/2010	\$61.030
WATER METER INSTALLER	09/01/2009	\$66.230	03/01/2010	\$67.500		

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THE COMMONWEALTH OF MASSACHUSETTS  
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DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**  
As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



**Awarding Authority:** City of Newton  
**Contract Number:** 10-32  
**Description of Work:** Annual - Basketball & Tennis Court Repairs

**City/Town:** NEWTON

**Job Location:** Various Locations  
**Classification** **Effective Dates and Total Rates**

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:  
1 JM: 1 APP; 2-3 JM: 2 APP; 4-6 JM: 4 APP; 7-9 JM: 6 APP; 10-12 JM: 8 APP; 13-15 JM: 10 APP; etc.
- \*\*\*\* The job site ratio of 2 apprentices (APP) for every 3 journeymen (JM) is allowed as follows:

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27.

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

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## **The Massachusetts Prevailing Wage Law M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the total rate listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108



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## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

I, \_\_\_\_\_, 200\_\_\_\_\_  
(Name of signatory party) (Title)  
do hereby state:  
That I pay or supervise the payment of the persons employed by  
\_\_\_\_\_ on the \_\_\_\_\_  
(Contractor, subcontractor or public body) (Building or project)  
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on  
said project have been paid in accordance with wages determined under the provisions  
of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the  
General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

Company Name:

Project Name:

Awarding Auth.:

Work Week Ending:

Prime Contractor

Subcontractor

List Prime Contractor:

Employer Signature:

Print Name & Title:

Employee Name & Address

Work Classification

Hours Worked

(A)

(B)

(C)

(D)

(E)

(F)

(G)

S

M

T

W

T

F

S

Tot. Hrs.

Hourly Base Wage

Health & Welfare

Pension

Supp. Unemp

[B+C+D+E]  
Hourly Total Wage (prev. wage)

[A\*F]  
Weekly Total Amount

NOTE: Every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority.

Project Manual 10-32 ó Annual Basketball and Tennis Court Repair

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**SPECIAL PROVISIONS**

**Section 02100 SITE PREPARATION**

<b>Item 1</b>	<b>Remove, stockpile and re-hang tennis nets</b>	<b>Each Net</b>
<b>Item 2A</b>	<b>Prepare tennis court surface</b>	<b>Square Yard</b>
<b>Item 2B</b>	<b>Prepare basketball court surface</b>	<b>Square Yard</b>

**PART 1 - GENERAL**

**1.01 SCOPE**

- A. The work of this Section consists of all Site Preparation work and related items as specified herein, and includes, but is not limited to, the following
  - 1. Timing and Ownerø requirements
  - 2. Manner of conducting the work
  - 3. Protection of existing and adjacent site conditions
  - 4. Removal, stockpiling and re-hanging of tennis nets
  - 5. Court surface preparation
- B. The Contractor shall furnish all materials, tools, equipment, labor and supervision necessary to complete the work as detailed in the specifications.
- C. It is the intent of the City that these specifications shall describe a complete repair or improvement and that when the work is completed the Contractor shall leave the job site in a neat and finished condition.
- D. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.

**1.02 WORK ORDERS**

- A. The Commissioner of Parks and Recreation, or his/her designee, shall fax/email a Work Order (Attachment A) to the Contractor for each individual project.
- B. The Contractor shall complete the form with an estimated cost for the work and fax it back to the Parks and Recreation Department, (617) 796-1512, to the Commissionerø attention. The Commissioner, or his/her designee, shall then approve or deny the work order and fax/email back to the Contractor.
- C. The Contractor shall perform the work in the Work Order as detailed by the Owner. Contractor must be able to complete òminor repairö Work Orders within seven (7) working days and òfull court repairö (crack repair system and color coating) within twenty-one (21) working days of the approved Work Order.

**1.03 QUALIFICATIONS**

- A. All basketball and tennis court crack repair and color coat resurfacing and related work shall be performed by an experienced and qualified Contractor with a minimum of five (5) years of experience with projects incorporating similar work.
- B. Contractor shall be a certified Riteway1 installer, or approved equal.





#### 1.04 EXAMINATION OF EXISTING CONDITIONS

- A. The contractor shall be responsible for assessing the existing condition of the courts prior to submitting a bid.
- B. Before starting work, Contractor shall inspect all areas, and any defects such as tree roots, drainage problems, etc., shall be reported to the Owner prior to beginning the work. The commencement of work by the Contractor shall indicate the Contractor's acceptance of the areas for repair. The Contractor shall assume full responsibility for the quality of the work.
- C. Contractor shall be solely responsible for judging the full extent of work requirements involved, including but not limited to the potential need for storing materials temporarily.

#### 1.05 WARRANTY

- A. Contractor shall provide a 2-year warranty on existing cracks from re-appearing.

#### 1.06 CLEANUP

- A. At the completion of repair work and before acceptance of the work, the Contractor shall remove all debris, rubbish, etc., from the site and dispose of it in a manner satisfactory to the Owner. The premises shall be left clean and presentable.
- B. It shall be the Contractor's responsibility to dispose of, off site, all surplus materials, including concrete footings.

### PART 2 6 PRODUCTS

#### 2.01 EQUIPMENT AND MATERIALS

- A. Equipment necessary for this Contract shall be properly maintained and in good operating condition to the Owner's satisfaction. The Contractor shall promptly remove and replace any equipment which the Owner deems to be in unsatisfactory repair or condition or otherwise unsuitable.
- B. Vehicles shall display prominently the Contractor's name, address and telephone number on both doors. No personal vehicles shall be allowed on site and no equipment or vehicles shall be left overnight on the site.

### PART 3 - EXECUTION

#### 3.01 TIMING AND OWNER'S REQUIREMENTS

- A. Before beginning Site Preparation, the Contractor shall meet with the Owner in order to discuss the procedures to be utilized.
- B. Contractor shall give the Owner adequate advance notice of his readiness to start Site Preparation work in order that the Owner can review and approve the Contractor's plans for parking and access to the site.

#### 3.02 MANNER OF CONDUCTING THE WORK

- A. The work of this Contract shall be conducted with prime consideration given to the following:
  - 1. Compliance with governing laws and codes.
  - 2. Safety, protection and convenience of the public and workmen.
  - 3. Minimization of dirt and dust proliferation.
  - 4. Provision of unobstructed exits and entrances at all times.
  - 5. Legal disposal of materials.





- B. Contractor shall be responsible for acquiring any and all permits required to complete the work of this Contract prior to starting work at the site.

#### 3.03 TENNIS NET REMOVAL, STOCKPILING AND RE-HANGING (ITEM 1)

- A. Prior to any work being performed at tennis courts, all nets shall be removed and stored securely on-site in a manner and in an area approved by the Owner.
- B. At the conclusion of the project, following court clean-up, all tennis nets shall be re-installed and adjusted to the proper height.

#### 3.04 COURT SURFACE PREPARATION (ITEMS 2A & 2B)

- A. Prior to any work, the court surface shall be clean and dry. All vegetation, dirt, pollen, dust, leaves or loose paint shall be removed from the surface and from the cracks using brooms and air pressure. **Pressure washing shall be required to remove mildew, if any, from the courts.** Allow 24 hours for the surface to dry completely before proceeding with work in that area.
- B. Remove any and all previous crack repair materials that are loose or not bonded well to the court including filler material. Remove all old or peeling asphalt emulsion.

### PART 4 - COMPENSATION

#### 4.01 METHOD OF MEASUREMENT

- A. **Item 1** Remove, stockpile and re-hang tennis net shall be measured at the contract unit price per each net, complete in place.
- B. **Item 2A** Prepare tennis court surface and **Item 2B** Prepare basketball court surface shall be measured at the contract unit price per square yard, complete in place.

#### 4.02 BASIS OF PAYMENT

- A. **Item 1** Remove, stockpile and re-hang tennis nets shall be paid at the contract unit price per each, complete in place.
- B. **Item 2A** Prepare tennis court surface and **Item 2B** Prepare basketball court surface shall be paid at the contract unit price per square yard, complete in place.
- C. **There shall be no separate cost for the Clean Up service. All bidders must include the cost of this service within the LINE ITEM cost presented, but the Contractor shall bear full responsibility for completing this task at each service site.**

**END OF SECTION (Items 1, 2A, 2B)**

## SPECIAL PROVISIONS

### Section 02500 PAVING

Item 3	Patch and repair courts with 3" bit. conc.	Square Foot
Item 4A	Fill and seal hairline cracks at tennis courts	Linear Foot
Item 4B	Fill and seal hairline cracks at basketball courts	Linear Foot
Item 5A	Supply and install crack repair system at tennis courts	Linear Foot
Item 5B	Supply and install crack repair system at basketball courts	Linear Foot
Item 6A	Supply and install color coating at tennis courts	Square Yard
Item 6B	Supply and install color coating at basketball courts	Square Yard
Item 7A	Layout and stripe tennis court	Each Court
Item 7B	Layout and stripe basketball court	Each Court

## PART 1 - GENERAL

### 1.01 SCOPE

- A. The work of this Section consists of all Paving work and related items as specified herein, and includes, but is not limited to, the following
  - 1. Court pavement patch and repair
  - 2. Court hairline crack filling and sealing
  - 3. Supplying and installing court crack repair system
  - 4. Supplying and installing court color coating
  - 5. Layout and striping of court lines
- B. The Contractor shall furnish all materials, tools, equipment, labor and supervision necessary to complete the work as detailed in the specifications.
- D. It is the intent of the City that these specifications shall describe a complete repair or improvement and that when the work is completed the Contractor shall leave the job site in a neat and finished condition.

### 1.02 SUBMITTALS

- A. **Contractor shall submit manufacturer's specifications for the crack repair system with the Bid Form.**

## PART 2 6 PRODUCTS

### 2.01 PATCH AND REPAIR BITUMINOUS CONCRETE COURT PAVEMENT

- A. Bituminous concrete pavement shall be Class I, Type I-1. All materials shall conform to the requirements of the latest edition of the Standard Specifications for Highways, Bridges, and Waterways of the Commonwealth of Massachusetts, Department of Transportation, herein called "Standard Specifications."

### 2.02 CRACK FILLER

- A. Court hairline cracks shall be filled using acrylic Novabond filler, or approved equal.

### 2.03 CRACK REPAIR SYSTEM

- A. Structural cracks shall be filled using Novabond crack filler, or an approved equal, or concrete depending on the width of the cracks. Install a base as needed for wide cracks.
- B. Structural cracks shall be repaired using the RiteWay<sup>®</sup> Crack Repair System as manufactured by RiteWay<sup>®</sup>, or approved equal.

#### 2.04 COURT COLOR COATING

- A. Court color coating shall be applied using three coats of polymer resurfacing material:
  - 1. The base coat shall be Nusurf manufactured by Laykold, or approved equal. Nusurf shall be mixed with 5-10 pounds of mesh silica sand per gallon of resurfacer.
  - 2. Both the second and third finish coats shall be DecoColor textured surfacing polymer, or an approved equal. Topcoat shall contain proper amount of pigment to provide a long lasting and attractive surface.

#### 2.05 COURT LINE PAINTING

- A. All court line paint shall be 100% acrylic textured line paint. The white paint shall contain not less than 2.5 pounds per gallon of titanium dioxide and have a minimum fineness of grind of four (4) and viscosity (Krebs Units) of seventy minimum and eighty-five flowing, leveling and spreading characteristics.

### PART 3 - EXECUTION

#### 3.01 PATCH AND REPAIR BITUMINOUS CONCRETE COURT PAVEMENT (ITEM 3)

- A. Sawcut area to be repaired clean and square and with straight edges. Dispose of all removed material off-site, in compliance with all governing laws and codes.
- B. Evenly fill, spread 3" depth of bituminous concrete to meet the cut edges; compact to 95% density. Any irregularity in the finished surface that varies ¼ inch from a true surface shall be corrected. Any unsatisfactory irregularities, defects, or any standing water remaining after final compaction shall be corrected by removing and replacing with new material, as specified, to form a true and even paved surface.
- C. The Crack Repair System, as described in this section of the specifications, shall be applied over all exposed seams.

#### 3.02 FILL AND SEAL HAIRLINE CRACKS WITH CRACK FILLER (ITEMS 4A AND 4B)

- A. Fill all hairline cracks with Novabond acrylic filler, or approved equal, according to the manufacturer's specifications.
- B. Filled crack shall be scraped or buffed flush with court.

#### 3.03 SUPPLY AND INSTALL CRACK REPAIR SYSTEM (ITEMS 5A AND 5B)

- A. Minimum application and curing temperature shall be 60°F. Do not install on overcast days or when inclement weather is predicted or likely.
- B. All surfaces and cracks shall be clean and dry.
- C. Repair all structural cracks using the RiteWay<sup>®</sup> Crack Repair System, or approved equal, according to the manufacturer's specifications:
  - 1. Crack to be filled from bottom to top with court patch binder or cement and allowed to dry.
  - 2. Filled crack must be scraped or buffed flush with court and cleaned, broomed and blown.
  - 3. Area to be repaired must be **dry** and at 60°F or greater.

4. Apply RiteWay<sup>®</sup> Crack Repair System, or approved equal, centering the first layer RiteWay MicroSealant<sup>®</sup> tape, or approved equal, over filled crack. Note: this flexible adhesive layer is key to the system, slip sheet systems are not equivalent.
5. Apply Liquid Acrylic binding formula, or approved equal, over MicroSealant<sup>®</sup> tape. Apply second layer 200 stress mat centered over first layer saturating with acrylic formula.
6. Apply binding edge, the third layer of the RiteWay<sup>®</sup> Crack Repair System, centered over stress mat edge. Let dry.
7. When totally dry, apply a minimum of two (2) coats resurfacer with sand, lengthwise over crack repair.
8. The RiteWay<sup>®</sup> Crack Repair System, or approved equal, shall have a 2-year guarantee.

D. There shall be no dead spots, hollow sounds or bubbling.

#### 3.04 COURT COLOR COATING (ITEMS 6A AND 6B)

- A. Court color coating: apply three (3) coats of polymer resurfacer. **Each layer shall be clean and dry before applying subsequent layers.**
- B. Base coat shall be Nusurf, or approved equal, batch mixed with 5-10 pounds of mesh silica sand per gallon of resurfacer. Application rate shall be .07 to .10 gallon per square yard.
- C. Second and third finish coats shall be applied using DecoColor textured surfacing polymer, or approved equal. Application rate shall be approximately .05 gallon/SY per coat. Two final coats: first coat shall be applied lengthwise on the court and the second coat crosswise on the court. Topcoat shall contain proper amount of pigment to provide a long lasting and attractive surface of uniform color throughout.
- D. Tennis Court colors: red within bounds and green out of bounds, or as directed in the field by the Parks and Recreation Commissioner or his/her designee. Basketball Court colors: red within bounds and green out of bounds, or as directed in the field by the Parks and Recreation Commissioner or his/her designee.

#### 3.05 LAYOUT AND PAINT COURT LINES (ITEMS 7A AND 7B)

- A. Layout Lines: Layout, mask and stripe playing lines using 100% acrylic textured line paint. All lines shall be painted with a paintbrush. No spraying will be allowed. Lines shall be solid and straight with even edges and no spillover. Color of lines: White. Remove masking tape. Lines shall be 40 wide or as otherwise directed by the Owner.

### PART 4 - COMPENSATION

#### 4.01 METHOD OF MEASUREMENT

- A. **Item 3** Patch and repair court with 30 bituminous concrete shall be measured at the contract unit price per square foot, complete in place.
- B. **Item 4A** Fill and seal hairline cracks at tennis court and **Item 4B** Fill and seal hairline cracks at basketball court shall be measured at the contract unit price per linear foot, complete in place.
- C. **Item 5A** Supply and install crack repair system at tennis court and **Item 5B** Supply and install crack repair system at basketball court shall be measured at the contract unit price per linear foot, complete in place.
- D. **Item 6A** Supply and install color coating at tennis court and **Item 6B** Supply and install color coating at basketball court shall be measured at the contract unit price per square yard, complete in place.
- E. **Item 7A** Layout and stripe tennis court and **Item 7B** Layout and stripe basketball court shall be measured at the contract unit price per each court, complete in place.

#### 4.02 BASIS OF PAYMENT



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- A. **Item 3** Patch and repair court with 3ö bituminous concrete shall be paid at the contract unit price per square foot, complete in place.
- B. **Item 4A** Fill and seal hairline cracks at tennis court and **Item 4B** Fill and seal hairline cracks at basketball court shall be paid at the contract unit price per linear foot, complete in place.
- C. **Item 5A** Supply and install crack repair system at tennis court and **Item 5B** Supply and install crack repair system at basketball court shall be paid at the contract unit price per linear foot, complete in place.
- D. **Item 6A** Supply and install color coating at tennis court and **Item 6B** Supply and install color coating at basketball court shall be paid at the contract unit price per square yard, complete in place.
- B. **Item 7A** Layout and stripe tennis court and **Item 7B** Layout and stripe basketball court shall be paid at the contract unit price per each court, complete in place.

**END OF SECTION (Item 3 - 7B)**



**SPECIAL PROVISIONS**

**Section 02800 – SITE IMPROVEMENTS**

<b>Item 8</b>	<b>Sand and paint existing tennis net posts</b>	<b>Pair</b>
<b>Item 9</b>	<b>Remove and replace tennis net center strap anchor and footing</b>	<b>Each</b>
<b>Item 10</b>	<b>Remove and replace tennis net posts, sleeves and footings</b>	<b>Pair</b>

**PART I - GENERAL**

**1.01 SCOPE**

- A. The work of this Section consists of all Site Improvements work and related items as specified herein and includes, but is not limited to, the following:
  - 1. Sanding and painting existing tennis net posts
  - 2. Removing and replacing existing tennis net center strap anchor and footing
  - 3. Removing and replacing tennis net posts, sleeves and footings

**1.02 SUBMITTALS**

- A. Prior to ordering the below listed materials, submit Shop Drawings and/or product literature to Owner for approval.
- B. Tennis net post, sleeve and footing, complete ó Shop Drawings and product literature for all materials required to complete the work.
- C. Tennis net center strap anchor, complete ó Shop drawing and product literature for all materials required to complete the work.

**1.03 EXAMINATION OF EXISTING CONDITIONS**

- A. The Contractor shall fully inform himself of existing conditions at the site before submitting his bid, and shall be fully responsible for carrying out all work required to fully and properly execute the work of the Contract, regardless of the conditions encountered in the actual work. No claim for extra compensation or extension of time will be allowed on account of actual conditions inconsistent with those assumed.

**PART II - PRODUCTS**

**2.01 SANDING AND PAINTING EXISTING NET POSTS**

- A. Sanding and painting existing posts: surfaces shall be hand or power tool cleaned and sanded to remove rust and contaminants. Paint: prime coat shall be Tnemec 50-330 Poly-Ura-Prime, or approved equal; finish coats (two) shall be Tnemec 73 Endura-Shield II, or approved equal. Color: green.

**2.02 TENNIS NET CENTER STRAP ANCHOR AND FOOTING**

- A. Center strap anchor shall be manufactured by Jaypro Sports LLC, Waterford, CT (800) 243-0533 or local representative O'Brien & Sons, Medfield, MA (800) 835-0056, or approved equal.
- B. Center strap anchor shall be #A-2; all aluminum construction with stainless steel drive pin.
- C. Concrete for footings shall be 4000-psi minimum 28-day air-entrained concrete as specified under Section M4 of the óStandard Specification.ö



## 2.03 TENNIS NET POSTS, SLEEVES AND FOOTINGS

- A. Tennis net posts and sleeves shall be as manufactured by Jaypro Sports LLC, Waterford, CT (800) 243-0533 or local representative O'Brien & Sons, Medfield, MA (800) 835-0056, or approved equal.
  - 1. Semi-Permanent tennis posts Model #TP-150; 3-1/2" O.D. heavy wall steel tubing with powder coated finish, color: green. Top pulley caps are cast aluminum with 1-3/4" dia. aluminum as specified herein.
  - 2. Ratchet reel model #RT-5 with removable handle; color: green, to match posts.
  - 3. Tennis post top cap model #CAP-35; cast aluminum with 1-3/4" pulley sheave and set screws to fit 3-1/2" O.D. posts.

## PART 3 - EXECUTION

### 3.01 SANDING AND PAINTING EXISTING POSTS (ITEM 8)

- A. Sanding and Painting existing posts: surfaces shall be hand or power tool cleaned to remove rust and contaminants. Paint: prime coat shall be Tnemec 50-330 Poly-Ura-Prime, or approved equal; finish coats (two) shall be Tnemec 73 Endura-Shield II, or approved equal. Color: green.

### 3.02 TENNIS NET CENTER STRAP ANCHOR AND FOOTING (ITEM 9)

- A. Remove and dispose of existing anchor and footing.
- B. Locate and install new anchor in new concrete footing.
- C. Concrete for footings shall be 4000-psi minimum 28-day air-entrained concrete as specified under Section M4 of the Standard Specification.

### 3.03 TENNIS NET POSTS, SLEEVES AND FOOTINGS (ITEM 10)

- A. Remove and properly dispose of existing net post, sleeve and footing.
- B. Locate and install new tennis net post and sleeves in concrete footings plumb and true to line and grade.
- C. All items stored on-site prior to installation must be protected from weather, careless handling or vandalism. If powder coating finish is damaged it shall be repaired as directed by the manufacturer with coating material supplied by the manufacturer to match existing coating, thickness, color and finish.
- D. Concrete for footings shall be 4000-psi minimum 28-day air-entrained concrete as specified under Section M4 of the Standard Specification.

## PART 4 - COMPENSATION

### 4.01 METHOD OF MEASUREMENT

- A. **Item 8** Sand and paint existing tennis net posts shall be measured at the contract unit price per pair.
- B. **Item 9** Remove and replace tennis net center anchor and footing shall be measured at the contract unit price per each.
- C. **Item 10** Remove and replace tennis net posts, sleeves and footing shall be measured at the contract unit price per pair.



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- 4.02 BASIS OF PAYMENT 6 All payments shall include full compensation for all labor, tools, equipment, and al incidental work necessary to complete the work under these items as directed by the Owner, and as specified.
- A. **Item 8** Sand and paint existing tennis net posts shall be paid at the contract unit price per pair.
  - B. **Item 9** Remove and replace tennis net center anchor and footing shall be paid at the contract unit price per each.
  - C. **Item 10** Remove and replace tennis net posts, sleeves and footing shall be paid at the contract unit price per pair.

**END OF SECTION (Items 8-10)**





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## APPENDIX - A

**CITY OF NEWTON – PARKS & RECREATION DEPARTMENT**

**SERVICE CONTRACTOR’S WORK ORDER**



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CITY OF NEWTON – PARKS & RECREATION DEPARTMENT  
SERVICE CONTRACTOR’S WORK ORDER

DATE \_\_\_\_\_ LOCATION: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_ CONTROL # \_\_\_\_\_

JOB DESCRIPTION \_\_\_\_\_

\_\_\_\_\_

Materials off the contract to be used		Unit of Measure	Unit Price	Total Cost
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
LINE ITEM #	DESCRIPTION			
All Work Orders must be approved by the Commissioner prior to commencement and all Work Orders must be approved for payment.				

ESTIMATED COST FOR THIS PROJECT: \$ \_\_\_\_\_

# OF CONTRACTOR PERSONNEL \_\_\_\_\_ TOTAL MAN-HOURS EXPENDED \_\_\_\_\_

I APPROVE / DENY THE ABOVE ESTIMATED COST (PLEASE CIRCLE ONE)

\_\_\_\_\_  
Commissioner of Parks & Recreation Date

ALL WORK FOR PROJECT HAS BEEN SATISFACTORILY COMPLETED

\_\_\_\_\_  
Project Manager Date

NOTE\* 1. No work shall begin without the ESTIMATED COST being submitted, then approved by the Commissioner of Parks and Recreation or her designee.



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2. A copy of this form must be attached to the original invoice in order for the Contractor to receive payment.